



Attorneys and Counselors

December 8, 2006

**VIA EMAIL AND U.S. MAIL**

A. Scott McDaniel  
JOYCE, PAUL & MCDANIEL, PC  
1717 South Boulder, Suite 200  
Tulsa, Oklahoma 74119

**Re: State of Oklahoma, et al. v. Tyson Foods, Inc., et al.  
Case No. 05-CV-00329-TCK-SAJ  
Proposed Offer to Exchange Sample and Analysis ("S&A") Data**

Dear Scott:

I am writing on behalf of the Plaintiff, the State of Oklahoma, to the Defendants concerning exchange of sample and analysis data and other certain related information. I am requesting that you forward this letter to the other counsel for Defendants to allow them to consider the following proposal. Furthermore, we request that this letter and the proposal it contains be considered a confidential "settlement communication" under Rule 408 of the Federal Rules of Civil Procedure.

- Plaintiffs will deliver to Defendants' copies of *all* chemical and bacteriological analytical results produced by standard analytical procedures and received from commercial labs (excluding any expert directed assessment, manipulation, evaluation, &/or interpretation, and opinions of the analytical results) from all media (litter, soil, groundwater, surface water (lakes, rivers, streams) springs, & sediments).
- This production will include the geographical coordinates and sample identification for the data.
- This delivery will also include the applicable chain of custody documentation, quality assurance/quality control ("QA/QC") results from the respective labs for the analytical results, and written reviews of the QA/QC data.
- This information will be provided periodically as the QA/QC reviews are completed for the data on a monthly basis.
- The first delivery will be February 1, 2007 (and monthly thereafter).
- In return the Defendants' must :

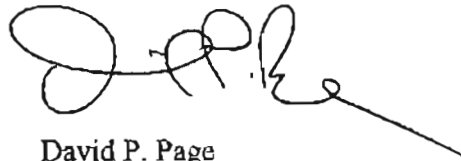


A. Scott McDaniel  
December 8, 2006  
Page (2)

- Timely review the delivered information and either stipulate to the data that Plaintiff has determined to be reliable & acceptable or raise specific written objections and deliver them to the Plaintiff in a timely manner.
  - Timely and periodically (on a monthly basis) deliver to the Plaintiff the same information for the same review process.
- Both Plaintiff and Defendants will agree that these information exchanges will not constitute or be the basis for any waiver of the attorney-client or attorney work product doctrine/privileges.
- Both Plaintiff and Defendants will negotiate in good faith for a prompt expert disclosure schedule; but there shall not be any "piecemeal" depositions to inquire regarding the information disclosed before the "Scheduling Order" date for all expert depositions.

Please advise as soon as possible as to whether or not the Defendants are willing to work with the Plaintiff on an Agreed Order reflecting this proposal. Again, this letter and its contents are covered by Rule 408 of the Federal Rules of Civil Procedure.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. P. Page', with a long horizontal line extending from the end of the signature.

David P. Page

:sm

cc: Plaintiff co-counsel